

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

KEN WARREN)	
Plaintiff,)	
)	
Vs.)	Cause: 4:10-cv-01353-SNLJ
)	
CARDOZA PUBLISHING, INC., and)	
AVERY CARDOZA)	
Defendants,)	

MEMORANDUM AND ORDER

Plaintiff seeks a default judgment against defendants for unpaid royalties by defendants that were contractually to be paid to Plaintiff Ken Warren. Because Plaintiff has stated a valid claim for relief and there is no further dispute regarding the amount owed by defendants, I will grant the motion.


In this case Plaintiff and Defendants entered into contracts to write and subsequently sell poker books. Plaintiff served Defendants with his Complaint on November 2, 2010. Defendants failed to timely respond. After a default, all of the allegations asserted against the defaulting party are deemed admitted by defendant. *Marshall v. Baggett*, 616 F.3d 849, 852 (8th Cir. 2010) (“It is nearly axiomatic that when a default judgment is entered, facts alleged in the complaint may not be later contested”). Defendant’s liability is established if the well-pleaded allegations in the complaint, when taken as true, support plaintiffs’ claim for recovery. *Id.*

Here, Plaintiff asserts that he is entitled to recover from Defendants based on the terms of their book contracts. Plaintiff allege the Defendants have failed to make payments based on the contractual agreement and have failed to pay royalties as agreed.

Based upon Plaintiff's Application for Default Judgment by the Court, and good cause appearing therefore, it is hereby ordered and adjudged that:

1. Defendants shall pay damages to Plaintiff for unpaid royalties as outlined in Affidavit of Ken Warren the principal sum of One Million, six hundred forty thousand, eight hundred seventy dollars and no cents (\$1,640,870.00). The Defendants are jointly and severally liable for these damages.

Dated: 12-7-10

By: 
Hon. Stephen N Limbaugh Jr.